

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

In Re:

Nesha T Slocum
Debtor(s)
_____ /

Case #21-00030
Chapter 13
Filed: January 8, 2021

MARRS & TERRY, PLLC

RETAINER AGREEMENT (General – Hourly)

Thank you for retaining our firm to represent you regarding your legal matter. The ethics rules governing lawyers encourage lawyers to explain to a client, in writing, both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of both parties to the relationship. Please examine this agreement carefully and let our firm know immediately if you have any questions or concerns.

1. Who will work on your matter. I will be the attorney responsible for your matter. For efficiency purposes, I may delegate work to other lawyers or legal assistants. Each attorney charges an hourly rate for his or her work. Work is billed in a minimum of **Six**-minute increments. The hourly rates of the attorneys are approved by the Bankruptcy Court and will be detailed in an itemized billing provided to the Client and the Court. The hourly rates are subject to change throughout the course of your Chapter 13 Plan—currently \$220.00 per hour.

SPECIAL APPEARANCE COUNSEL. If Special Appearance Counsel is employed that means that an attorney outside of the firm has been employed by Marrs & Terry PLLC for a specific purpose to appear for you. Marrs & Terry PLLC shall pay the fee required to the special appearance counsel and include in any fee application submitted to the Court. You will have the opportunity to approve the use of special appearance counsel.

Expenses

Copies will be billed at \$.10 per page. Postage and delivery expenses will be the amount paid on your behalf. Travel time rather than mileage will be charged.

2. Advance payments and billing statements. An advance payment of fees in the amount of **\$0.00** is required.

COUNSEL SHALL BE PAID THE COURT APPROVED “NO LOOK FEE” FOR PRE-CONFIRMATION WORK DONE ON YOUR CASE THROUGH YOUR CHAPTER 13 PLAN.

THIS FIRM RESERVES THE RIGHT TO FORGO THE “NO LOOK FEE” AND INSTEAD FILE AN APPLICATION FOR FEES REPRESENTING TIME SPENT ON ANY CHAPTER 13 CASE. THIS MAY RESULT IN TOTAL FEES AND EXPENSES IN EXCESS OF THE ORIGINALLY QUOTED FEE.

WORK PERFORMED AFTER CONFIRMATION WILL BE BILLED AT AN HOURLY RATE AS APPLICABLE AND WILL BE PAID THROUGH THE CHAPTER 13 PLAN UPON ENTRY OF AN ORDER AWARDING FEES PURSUANT TO A FEE APPLICATION. CLIENT IS RESPONSIBLE FOR PAYMENT OF FEES IF NOT PAID IN FULL THROUGH THE PLAN.

THE CLIENT(S) WILL BE RESPONSIBLE FOR FEES AND COSTS INCURRED AND NOT PAID THROUGH THE TRUSTEE. THIS MAY OCCUR DUE TO INADEQUATE PAYMENTS INTO THE PLAN OR FOR WORK PERFORMED ON BEHALF OF THE CLIENT(S) AFTER PAYMENTS INTO THE PLAN HAVE CEASED, TYPICALLY AT THE COMPLETION OF THE CASE.

3. What you expect from us. The firm will work diligently on your matter and will keep you informed regarding the progress of your matter. We will send you copies of all correspondence sent on your behalf, copies of all pleadings and other documents filed on your behalf and copies of all documents received from opposing/interested parties.

We cannot guarantee the outcome of your matter. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to our firm is subject to the attorney-client privilege, However, lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

You should expect to be treated with respect and courtesy from all members of the firm and you should promptly inform us of any failure on our part to meet this expectation.

4. What we expect from you. In order for a lawyer-client relationship to work effectively, you must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, we need to have all information in a timely manner. If we are missing part of the picture, we cannot effectively represent you.

We expect that you will treat with respect and courtesy all members of the firm.

5. Telephone Calls/Emails. Attorneys will bill you at their hourly rate in **Six** minute increments, for both calls and emails they make and those they receive. Not only from and to you, but also with any others in relation to your case.

6. Files and Records. All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 12 months of receiving the notice that they are available, they may be destroyed without further notice to you. If any notification is sent to you, it will be to the last current address we have on file for you.

You may obtain a copy of your file, not including the attorneys' and legal assistants' personal notes and memoranda, at a charge of **.10** cents per page in addition to a retrieval fee of **\$20.00**.

The Firm has the right to maintain the Client's closed file electronically, only, and to shred the hard copies of the documents in the Client's file at the time the Client's case is closed and any time after the file has been successfully scanned and electronically stored in at least 2 separate physical locations.

7. Discontinuing the Representation/Withdrawing from the Representation. You have the right to discontinue the services of the firm at any time.

The firm reserves the right to withdraw from this representation if there has been a breakdown of the attorney-client relationship.

Termination of services does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

8. Court awarded fees. If the court should order payment of attorneys' fees by a third party, the court awarded fees will first be applied to any outstanding bill for fees you have with the firm. It is not our responsibility to collect the funds from a third party and you will remain responsible for the entire bill until actual payment is received.

/s/ Michelle Marrs
Attorney, Michelle Marrs

I have read and agree to the terms of the foregoing retainer agreement.

/s/ Nesha T Slocum
Client, Nesha T Slocum